

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Margaret A. Rogers

Debtor

Specialized Loan Servicing LLC, as servicer for  
Deutsche Bank National Trust Company, as  
Trustee for Morgan Stanley ABS Capital I Inc.  
Trust 2006-HE4, Mortgage Pass-Through  
Certificates, Series 2006-HE4

Movant

vs.

Margaret A. Rogers

Debtor

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 16-16126 elf

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$8,610.34** which breaks down as follows;

Post-Petition Payments:	June 1, 2017 through March 1, 2018 at \$862.93/month
Suspense Balance:	\$18.96
<b>Total Post-Petition Arrears</b>	<b>\$8,610.34</b>

2. The Debtor shall cure said arrearages in the following manner;

a). Beginning on April 1, 2018 and continuing through December 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$862.93** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$956.70** from **April 2018 to November 2018 and \$956.74 for December 2018** towards the arrearages on or before the last day of each month at the address below;

Specialized Loan Servicing LLC  
P.O. Box 636007  
Littleton, Colorado 80163

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Moving Party shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Moving Party may file a Certification of Default with the Court and the Court shall enter an Order granting the Moving Party relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Moving Party shall file a Certification of Default with the court and the court shall enter an order granting the Moving party relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Moving Party of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The undersigned seeks court approval of this stipulation.

10.. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 29, 2018

Date: 4/16/18

Date: 4/16/18

By: /s/ Rebecca A. Solarz, Esquire  
Rebecca A. Solarz, Esquire  
Attorney for Movant

David M. Offen  
David M. Offen, Esquire  
Attorney for Debtor

William C. Miller  
William C. Miller  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights or remedies

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2018. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank

Margaret A. Rogers  
Margaret A. Rogers